

**U.S. Department of Agriculture
Agricultural Research Service**

MATERIAL TRANSFER AGREEMENT

PARTIES:

ARS: USDA, ARS, Area
 Research Unit
 Address
 City, State Zip
 Tel: Telephone # of Scientist
 FAX: FAX # of Scientist
 E-mail: Scientist E-mail Address

Provider: Company Name
 Company Address
 City, State Zip
 Tel: Company Telephone #
 FAX: Company FAX #
 E-mail: Cooperator's E-mail Address

PURPOSE:

To provide ARS with _____ and associated know how,
hereinafter collectively referred to as the Material.

The Material is released to ARS under the following conditions:

1. The Material shall only be used give the specific purpose(s) that the material may be used for.
2. ARS shall not transfer the Material, in whole or in part, to a third party without express written consent. Any third party requesting a sample shall be referred to Provider.
3. The Material shall remain the property of Provider and shall not be used for commercial or profit making purposes.
4. ARS shall keep Provider informed of the results obtained through use of the Material and will provide a copy of any manuscript that describes the work with the Material prior to submission for publication and acknowledge Provider's contribution to the work reported.
5. Provider shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement by ARS of its organizational units, employees, products, or services.

6. ARS shall comply with all laws, regulations, and/or guidelines applying to the use of the Material.
7. Upon completion of the activities performed using the Material, the Material shall be returned, destroyed or otherwise disposed of as instructed by Provider.
8. ARS shall meet with Provider's representative(s) to determine inventorship if an invention should arise during our work with the Material.
9. ARS shall not disclose Material marked "Confidential" or "Proprietary" to anyone else without Provider's expressed permission to do so.
10. Material shall be excluded from the confidentiality requirements of this Agreement if: (1) ARS had possession of the Material prior to disclosure; (2) the Material is generally available to the public at the time of disclosure; (3) the Material becomes generally available to the public through no fault of ARS after disclosure; or (4) after disclosure, ARS receives the Material from a third party having the right to the Material and who does not impose a confidentiality obligation upon ARS.
11. Both parties acknowledge and agree to comply with all applicable laws and regulations of the Animal Plant Health and Inspection Service, the Center for Disease Control, and /or Export Control Administration pertaining to possession or transference of technical information, biological materials, pathogens, toxins, genetic elements, genetically engineered microorganisms, vaccines, and the like.
12. This Material Transfer Agreement shall be construed in accordance with United States of America Federal Law as Interpreted by the Federal Courts in the District of Columbia.

This Material Transfer Agreement shall become effective upon date of final signature and shall continue in effect for a period of state a period of time not to exceed five years years.

ACCEPTED FOR THE AGRICULTURAL RESEARCH SERVICE

Signature (ARS Scientist)

Date

Typed Name

Title

Signature (ARS Research Leader)

Date

Typed Name

Title

ACCEPTED FOR RECIPIENT:

Signature

Date

Typed Name

Title

APPROVED:

Signature

Date

Typed Name

Technology Transfer Coordinator
Title

MTA/IN: August 2004

Sample